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5 Attorney for Plaintiffs DAREN HEATHERLY  
 6 and IRMA RAMIREZ

7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10 DAREN HEATHERLY;  
 and IRMA RAMIREZ

11 Plaintiffs,

12 v.

13 BISTRO 29; LARRY W. WILLIAMS and  
 14 CAROLYN A. WILLIAMS, as Trustee of  
 THE LARRY W. WILLIAMS and  
 15 CAROLYN A. WILLIAMS TRUST under  
 Declaration of Trust dated June 20, 2002;  
 16 and DEPARTMENT 29, INC., a California  
 Corporation,

17 Defendants.  
 18 \_\_\_\_\_

CASE NO. CV-13-1132-NC

STIPULATION OF DISMISSAL; and  
~~PROPOSED~~ ORDER THEREON

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 20 The parties, by and through their respective counsel, stipulate to dismissal of this action  
 21 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the  
 22 Settlement Agreement and General Release ("Agreement") herein, each party is to bear its own  
 23 costs and attorneys' fees. The parties further consent to and request that the Court retain  
 24 jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511  
 25 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of  
 26 settlement agreements).

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Therefore, IT IS HEREBY STIPULATED, by and between parties to this action through their designated counsel that the above-captioned action become and hereby is dismissed with prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

This stipulation may be executed in counterparts and have the same force and effect as though all signatures are on the same and/or consecutive pages. Photocopies and facsimile shall have the same force and effect as originals.

Dated: September 2, 2014

THOMAS E. FRANKOVICH  
***A PROFESSIONAL LAW CORPORATION***

By:       /s/Thomas E. Frankovich        
Thomas E. Frankovich  
Attorney for Plaintiff DAREN HEATHERLY; and  
Plaintiff IRMA RAMIREZ

Dated: September 2, 2014

Peter Goldstone  
Law Offices of Peter Goldstone

By:       /s/Peter Goldstone        
Peter Goldstone  
Attorneys for Defendants BISTRO 29; and  
DEPARTMENT 29, INC., a California Corporation

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1 Dated: September 2, 2014

Gail F. Flatt, Esq.

**PROVENCHER & FLATT LLP**

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4  
5 By: /s/Gail F. Flatt  
6 Gail F. Flatt  
7 Attorney for Defendants LARRY W. WILLIAMS  
8 and CAROLYN A. WILLIAMS, as Trustee of THE  
9 LARRY W. WILLIAMS and CAROLYN A.  
10 WILLIAMS TRUST under Declaration of Trust  
11 dated June 20, 2002

12 **ORDER**

13 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to  
14 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the  
15 purpose of enforcing the parties' Settlement Agreement and General Release should such  
16 enforcement be necessary.

17 Dated: September 3, 2014

